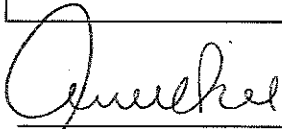
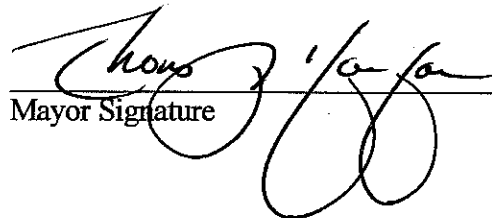


Council Communication

Department:	Ordinance No.	First Reading
Case/Project No.	Resolution No. <u>08-342</u>	Second Reading
Applicant.		Third Reading _____
Subject/Title		
2008 Garbage, Sewer and Water liens		
Background/Discussion		
See Attached		
Recommendation		
That the City Clerk apply liens for unpaid garbage, sewer and water on the appropriate accounts		



Department Head Signature



Mayor Signature

5A

**City of Council Bluffs
Inter-Office Memo**

Date: October 30, 2008

To: City Council

CC: Deb Miller, City Treasurer

From: Patty Albright, Sanitation Billing



Re: Estimated figures for 2008 liens

Garbage lien amounts	\$362,667.00
Sewer lien amounts	\$ 10,240.00
Water lien amounts	\$ 7,362.00

Resolution 08-342

CERTIFYING THE 2008 WATER, SEWER, AND REFUSE COLLECTION LIEN SCHEDULE FOR
NONPAYMENT OF RESIDENTIAL REFUSE COLLECTION CHARGES, NONPAYMENT OF
SEWER RENTAL FEES, AND THE NONPAYMENT OF WATER FEES

WHEREAS, the City of Council Bluffs has established a municipal system for the collection of residential refuse in the City of Council Bluffs, Iowa and has established a schedule of rates thereof, and;

WHEREAS, the City of Council Bluffs, Iowa has established a municipal system for the treatment of water and sewage in the City of Council Bluffs, Iowa and has established a schedule of rates thereof, and;

WHEREAS, Section 384.84 of the 2007 Code of Iowa provides that all rates or charges for the above named services, if not paid as provided by ordinance, shall constitute a lien upon the premises served by such service, and the same may be certified to the County Treasurer and collected in the same manner as taxes, and;

WHEREAS, the premises listed on the 2008 Water, Sewer and Refuse Collection Lien Schedule on file with the Sanitation Billing Office and by this reference made a part hereof, have failed to pay the rates and charges heretofore established for service to said premises pursuant to said ordinances, and

WHEREAS, it is in the best interest of the City of Council Bluffs, Iowa to cause said unpaid rates and charges to be certified to the Pottawattamie County Treasurer and collected in the same manner as taxes:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS IOWA:

That the premises and charges identified against same on the 2008 Water, Sewer and Refuse Collection Lien Schedule for nonpayment of residential refuse collection charges in the amount of approximately \$362,6678.00, nonpayment of sewer rental fees in the amount of approximately \$10,240.00, and the nonpayment of water fees in the amount of approximately \$7,362.00 is hereby approved, and the City Clerk is hereby authorized, empowered and directed to certify said 2007 Water, Sewer, and Refuse Collection Lien Schedule to the Pottawattamie County Treasurer to be collected in the same manner as taxes. The Director of Finance is hereby authorized, empowered and directed to make the necessary adjustments to the accounts for payments received prior to the delivery of said liens to the Pottawattamie County Treasurer.

ADOPTED AND APPROVED: November 10, 2008

Thomas P. Hanafan, Mayor

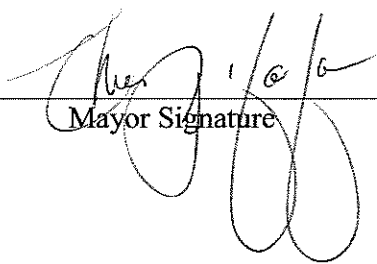
ATTEST:

Judith H. Ridgeley, City Clerk

Council Communication

Department: <u>Council Bluffs Water Works</u>	Resolution No. <u>08-343</u>	Date: <u>November 10, 2008</u>
Case/Project No.		
Applicant.		
Subject/Title		
Resolution Number 08-343 approving the Calendar Year 2009 Budget for the Council Bluffs Water Works.		
Background/Discussion		
Chapter 384.2 of the Code of Iowa, requires the City Council to approve the Council Bluffs Water Works budget by resolution. On October 29, 2008, the Board of Water Works Trustees held a public hearing and adopted the Calendar Year 2009 Budget which begins on January 1, 2009.		
Recommendation		
Respectfully request the City Council approve Resolution 08-343, adopting the Council Bluffs Water Works Budget for 2009 as required by Iowa Code.		

Council Bluffs Water Works
General Manager & Secretary of Board



Mayor Signature

5B

RESOLUTION NO. 08-343

WHEREAS, Chapter 384.2 of the Code of Iowa requires the City Council to approve the Council Bluffs Water Works budget by resolution, and

WHEREAS, On October 29, 2008, the Board of Water Works Trustees held a public hearing and adopted their Calendar Year 2009 budget which begins on January 1, 2009.

NOW, THEREFORE, BE IT RESOLVE

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That this City Council hereby approves the Calendar Year 2009 budget as heard and adopted by the Board of Water Works Trustees and authorizes the City Clerk to file this budget with the Pottawattamie County Auditor.

ADOPTED
AND
APPROVED

November 10, 2008

THOMAS P. HANAFAN

MAYOR

Attest:

JUDITH RIDGELEY

CITY CLERK

Council Communication

Department: Fire	Ordinance No. Resolution No. <u>08-344</u>	Date: <u>November 10, 2008</u>
Case/Project No.		
Applicant: Alan R. Byers		
Subject/Title		
Final Acceptance of Regional Training Facility Building		
Background/Discussion		
<p>The City previously entered into an agreement with Jahnke and Sons Inc./WHP Training Towers for construction of the training building at the regional training site. The building has been fully completed and Jahnke and Sons Inc./WHP Training Towers have complied fully with the terms of the contract. A request for final payment in the amount of \$ 20,900.00 has been received.</p>		
Recommendation		
<p>It is my recommendation that the City accept this project as complete and that the City issue a check in the amount of \$ 20,900.00 payable to Jahnke and Sons Inc./WHP Training Towers as final payment on the project.</p>		

Department Head Signature



Mayor Signature

5 C

RESOLUTION NO. 08-344

A resolution accepting the work of Jahnke and Sons Inc./WHP Training Towers in connection with the Regional Fire Training Facility building and authorizing the Finance Director to issue a check in the amount of \$ 20,900.00

Whereas, the City of Council Bluffs entered into an agreement with Jahnke and Sons Inc./WHP Training Towers for the construction of the training building at the Regional Training site; and

Whereas, said contractor has fully completed the project in accordance with the terms and conditions of said contract and plans and specifications; and

Whereas, a request for final payment in the amount of \$ 20,900.00 to Jahnke and Sons Inc./WHP Training Towers has been submitted to the city for approval and payment.

NOW, THEREFORE, LET IT BE RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Finance Director is hereby authorized to and directed to issue a City check in the amount of \$ 20,900.00 payable to Jahnke and Sons Inc./WHP Training Towers as final payment for the construction of the Regional Training Facility building..

ADOPTED
AND
APPROVED: November 10, 2008

Thomas P. Hanafan, Mayor

ATTEST: _____
Judith Ridgeley, City Clerk

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: FY10-11
Applicant _____

Ordinance No. _____
Resolution No. 08-345

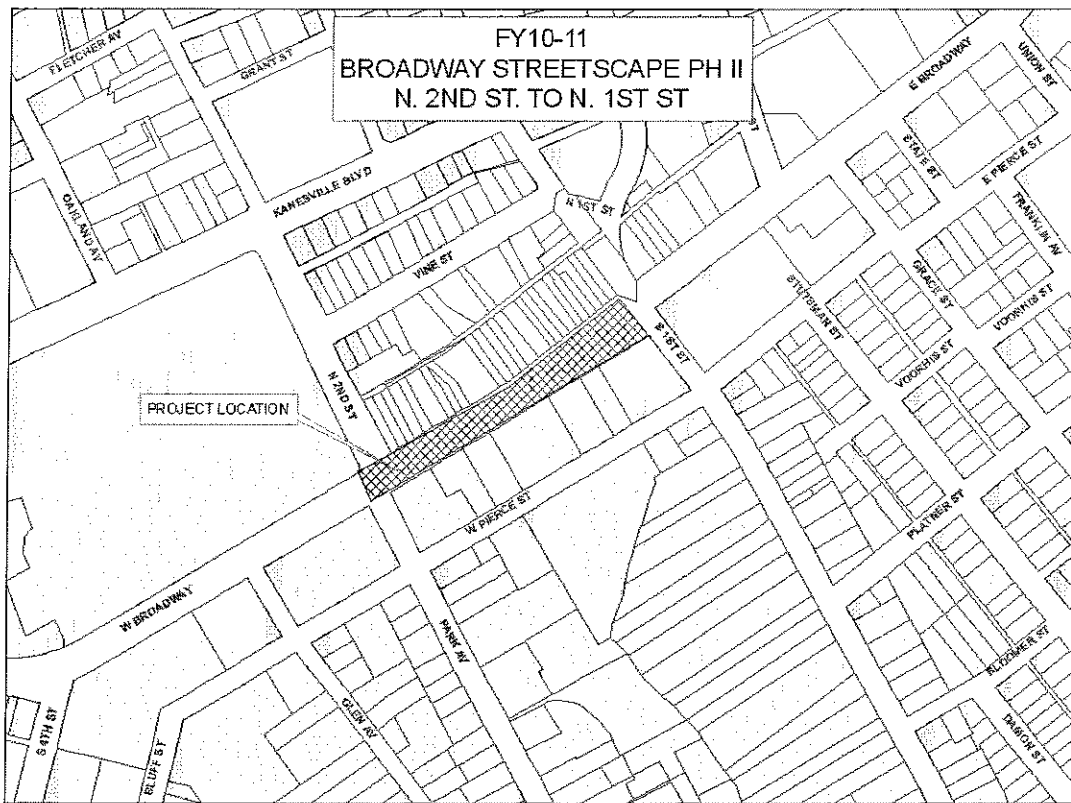
Date: November 10, 2008

SUBJECT/TITLE

Consideration of a resolution authorizing the Mayor to execute an agreement with HGM & Associates for engineering services for the Broadway Streetscape Phase II, also called (Downtown Streetscape – Phase VIII – Broadway).

BACKGROUND/DISCUSSION

- The city, in partnership with Iowa West Foundation has implemented a program to rebuild the downtown public infrastructure and incorporate a streetscape theme. Seven phases have been completed to date. The first phase was in 1998 and the seventh was in 2008.
- To date the total cost of the program is \$12,700,000.
- Proposed is Phase VIII overall and Phase II for the Broadway section. Phase II is from 2nd Street to 1st Street.
- Improvements in Phase VIII include street, storm sewer, and sanitary sewer replacement. Streetscape amenities include landscaping, irrigation, walls, entry columns, interpretive elements, benches, street lights, and decorative concrete and brick.
- This is project FY10-11 in the CIP and total cost of the project is estimated at \$3,400,000. The city has programmed \$1,500,000 in FY10 GO Bonds. The city is anticipating Iowa West Foundation grant for \$1,300,000. The project also includes \$600,000 funding for the Council Bluffs Water Works.
- The city must begin design work to allow construction to occur in 2009.
- Project schedule provides for a spring letting and construction completion in 2009.



RECOMMENDATION

Approval of this resolution.

A handwritten signature in black ink, appearing to be 'PJ', located in the bottom right corner of the page.

RESOLUTION

No. 08-345

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
HGM & ASSOCIATES FOR ENGINEERING SERVICES
IN CONNECTION WITH THE
BROADWAY STREETSCAPE PHASE II,
ALSO CALLED (DOWNTOWN STREETSCAPE-PHASE VIII-BROADWAY)
FY10-11**

WHEREAS, the city wishes to make improvements known as the Broadway Streetscape Phase II, also called (Downtown Streetscape-Phase VIII- Broadway), within the city, as therein described; and

WHEREAS, HGM & Associates has submitted an agreement to provide engineering services for the work necessary for said improvements; and

WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with HGM & Associates for engineering services relative to the Broadway Streetscape Phase II, also called (Downtown Streetscape-Phase VIII- Broadway).

ADOPTED

AND

APPROVED November 10, 2008

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

Contract for Engineering Services

THIS CONTRACT, executed by the CITY OF COUNCIL BLUFFS, IOWA, FIRST PARTY, hereinafter referred to as the CONTRACTING AUTHORITY; and HGM ASSOCIATES INC., 640 Fifth Avenue, P.O. Box 919, Council Bluffs, Iowa, 51502-0919, SECOND PARTY, hereinafter referred to as the ENGINEER; made this _____ day of _____, 2008, in consideration of the mutual covenants hereinafter:

WHEREAS, the CONTRACTING AUTHORITY proposes to make the following improvements described as:

BROADWAY STREETSCAPE – PHASE II
(1ST STREET TO 2ND STREET – 100 BLOCK)
CITY OF COUNCIL BLUFFS, IOWA
CITY PROJECT NO. FY10-11

WHEREAS, the CONTRACTING AUTHORITY desires to employ the ENGINEER to perform General Consulting and Construction Phase Engineering Services for the above designated improvement program as described in the following general Scope of Services:

I. Scope of Services:

- A. Meet with the CONTRACTING AUTHORITY to define the project and to prepare a detailed scope of services for the project.
- B. Conduct a topographic survey of defined project area in sufficient detail to prepare construction plans.
- C. Prepare plans and specifications for the construction of the project improvements. There will be two phases to this service, a preliminary design phase and a final design phase.
- D. Provide bid phase services as follows: preparation of final opinion of probable cost; distribution of bid documents, plans and specifications; attend letting; check and tabulate bids; and prepare letter of recommendation regarding award of construction contract for improvements.
- E. Provide engineering services during construction phase including part-time construction observation to allow the ENGINEER to prepare a statement that improvements have been completed in substantial compliance with the plans and specifications. Services will include a project representative, construction contract administration, staking of proposed construction improvements and the preparation of record drawings at the completion of construction.

- F. Provide project management services including coordination of other subconsultants or consulting services as directed by the CONTRACTING AUTHORITY.
- G. Additional services, as authorized in writing by the CONTRACTING AUTHORITY, requiring the use of other subconsultants or commercial testing laboratories.
- H. Prepare, as authorized in writing by the CONTRACTING AUTHORITY, right-of-way plats and descriptions, easement descriptions, outside permits and special assessments.

WHEREAS, the ENGINEER desires to accept the said employment under the terms and conditions hereinafter outlined.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

II. Terms and Conditions:

- A. The ENGINEER agrees to:
 - 1. Provide all office and field equipment and supplies to perform such duties designated in the scope of services.
 - 2. Provide, in addition to his own professional services, the necessary personnel to perform such duties as shall be designated by the CONTRACTING AUTHORITY and to act under the direction of said authority.
- B. The CONTRACTING AUTHORITY agrees to employ and pay the ENGINEER under the following terms and conditions:
 - 1. For items I.A. and I.F. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll costs times 2.15 with a negotiated "not to exceed" maximum amount.
 - 2. For items I.B., I.C., and I.D. of the scope of services, the fees will be a negotiated lump sum amount for each of these services.
 - 3. For item I.E. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15 with negotiated maximum amount based on a percent (%) of the *averaged construction cost amount*. The *averaged construction cost amount* shall be equal to the average amount of the bid amount of the two (2) low bidders.
 - 4. For item I.G. the fee will be the actual cost as billed by the

subconsultant or commercial testing laboratory.

5. For item I.H. the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15.
6. For additional services performed by the ENGINEER as authorized in writing by the CONTRACTING AUTHORITY the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.15.
7. All engineering and related fees will be billed on a monthly basis for services rendered during the specific period.
8. The payroll cost used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the project, including--but not limited to -- engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks; plus the cost of fringe benefits including -- but not limited to -- social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The payroll cost will be determined by multiplying actual payroll times 1.30.

C. GENERAL CONDITIONS:

1. Ownership of Documents:

Both parties agree that the ownership of documents prepared by the ENGINEER at the direction of the CONTRACTING AUTHORITY, including specifications, drawings, maps, plats, and other related documents, shall be and remain property of the CONTRACTING AUTHORITY; and further, that such right in the CONTRACTING AUTHORITY shall not preclude the right of the ENGINEER to make and retain copies of same, to which copies ENGINEER shall have full right of ownership.

2. Termination of Agreement:

This agreement, or any portion thereof, may be terminated immediately upon written notice by the CONTRACTING AUTHORITY. In event such Notice of Termination shall be given by the CONTRACTING AUTHORITY, the payment for unbilled Engineering Services for work performed prior to the date of termination shall be determined by multiplying the ENGINEER'S payroll cost times 2.15, plus outside expense.

3. Revision of Completed Documents of Service:

Drafts of documents of service shall be submitted to the CONTRACTING AUTHORITY by the ENGINEER for review and comment. The comments received from the CONTRACTING AUTHORITY and the reviewing agencies shall be incorporated by the ENGINEER prior to submission of the final work product by the ENGINEER. Documents of service revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on documents of service by the CONTRACTING AUTHORITY shall be in writing. In the event there are no comments from the CONTRACTING AUTHORITY or reviewing agencies to be incorporated by the ENGINEER into the final document of service, the CONTRACTING AUTHORITY shall immediately notify the ENGINEER, in writing, that the document of service is considered to constitute "satisfactorily completed and accepted work."

In the event that the document of service prepared by the ENGINEER is found to be inadequate and revision or reworking of the document of service is necessary, the ENGINEER agrees that it shall do such revising without expense to the CONTRACTING AUTHORITY, even though final payment may have been received. The ENGINEER must give immediate attention to these changes so there will be a minimum of delay in the project. Should the CONTRACTING AUTHORITY find it desirable to have previously satisfactorily completed and accepted document of service or parts thereof revised, the ENGINEER shall make such revisions if requested and directed by the CONTRACTING AUTHORITY in writing. This work will be paid for as provided in Section II.B.6.

4. Extra Work/Changes in Scope:

If the ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," the ENGINEER shall promptly notify the CONTRACTING AUTHORITY in writing to that effect. In the event that the CONTRACTING AUTHORITY determines that such work does constitute "Extra Work," the CONTRACTING AUTHORITY shall provide extra compensation to the ENGINEER as provided in Section II.B.6. or at a negotiated lump sum. Unless written approval from the CONTRACTING AUTHORITY for "Extra Work" has been secured in advance from the ENGINEER, no claims will be allowed. However, the CONTRACTING AUTHORITY shall have benefit of the service rendered.

5. Indemnification:

The ENGINEER hereby agrees to indemnify, defend and save

harmless the CONTRACTING AUTHORITY, its officers, agents, and employees from and against any and all claims arising out of the negligent acts, errors, or omissions of the ENGINEER, its officers, agents, and employees in the execution of the work specified in this contract.

6. Insurance:

The ENGINEER hereby agrees to obtain and to keep in force during the term of this contract the below-described insurance coverage relating to the work specified under this contract. The ENGINEER will furnish the CONTRACTING AUTHORITY with evidence of such coverage prior to commencing any work under this contract.

Insurance coverage, which the ENGINEER shall obtain and keep in force, is as follows:

- a. Worker's Compensation insurance as required under the laws applicable to the work, and Employer's Liability insurance at a level of \$500,000, which shall cover all of the ENGINEER'S employees engaged in the work.
- b. Automobile Liability insurance covering all automotive equipment used in connection with the work under this contract, with not less than \$1,000,000 bodily injury per occurrence, and property damage insurance with \$500,000 per occurrence and \$1,000,000 aggregate.
- c. Comprehensive General Liability insurance (including contractual, products and completed operations liability insurance) covering work performed under this contract, with not less than \$1,000,000 per occurrence for bodily injury, and property damage insurance with limits of \$500,000 per occurrence and \$1,000,000 aggregate.
- d. Excess Liability insurance of \$1,000,000.

7. Successors and Assigns:

Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

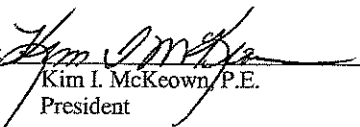
Dated this _____ day of _____, 2008.

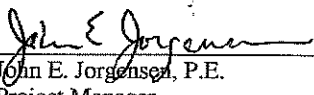
CITY OF COUNCIL BLUFFS, IOWA * FIRST PARTY
CONTRACTING AUTHORITY

By: _____
Mayor: Thomas P. Hanafan

Attest: _____
City Clerk: Judith H. Ridgeley

HGM ASSOCIATES INC. * SECOND PARTY
ENGINEER

By:  _____
Kim I. McKeown, P.E.
President

Attest:  _____
John E. Jorgensen, P.E.
Project Manager

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: _____
Applicant _____

Ordinance No. _____
Resolution No. 08-346

Date: November 10, 2008

SUBJECT/TITLE

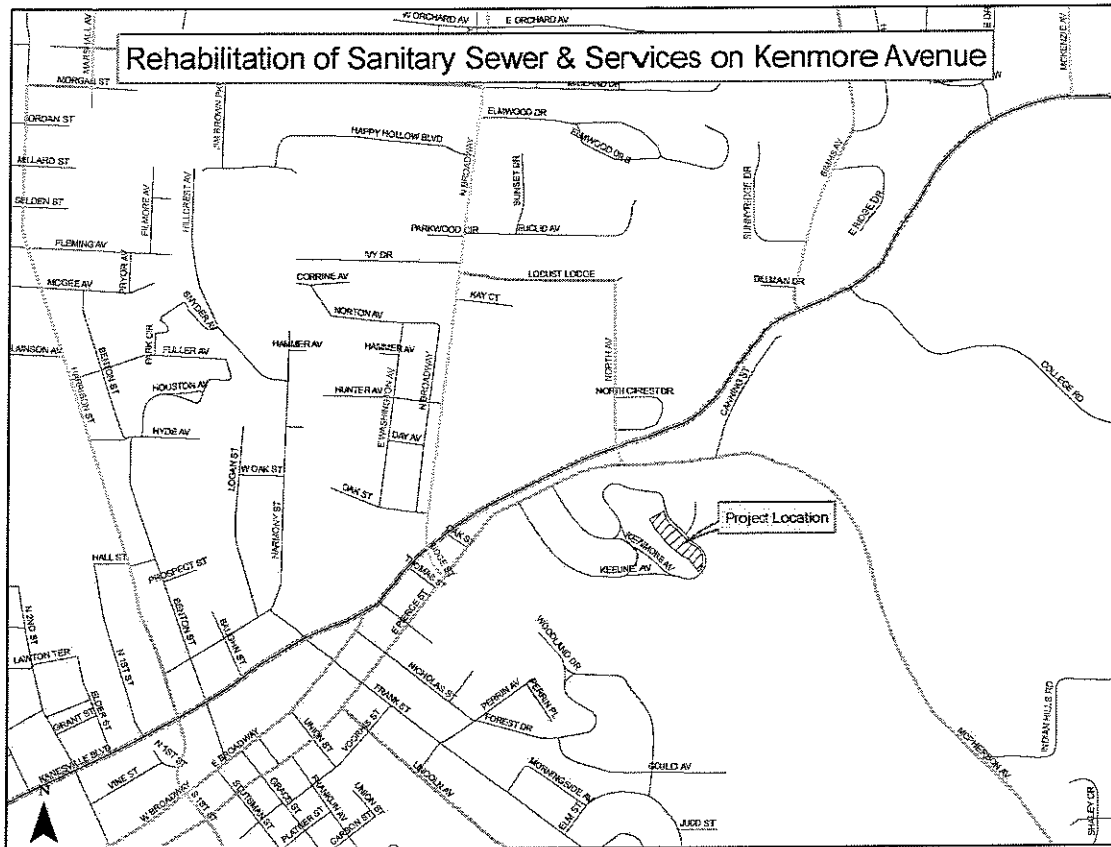
Council consideration of a resolution accepting the bid of Mains N' More, Inc. in the amount of \$69,311.00 for the Rehabilitation of Sanitary Sewer and Services at 247, 263, 301, 311, 321 & 335 Kenmore Avenue.

BACKGROUND/DISCUSSION

- On November 4, 2008, bids were received in the office of the City Clerk as followed:

Mains N' More, Bartlett, Iowa	\$ 69,311.00
General Excavating, Lincoln, NE	\$109,262.75

- The Keeline Home Place Addition was developed in the 1950's.
- Maintenance activities by the City of Council Bluffs in late summer revealed problems with a sewer servicing houses at 247, 263, 301, 311, 321 & 335 Kenmore. Investigation with a video camera revealed that much of the sewer is broken, partially or totally collapsed. This sewer line is in the back yards of these homes, not in the street.
- Due to the development and the steep slope in the area of the existing sewer, it was determined to relocate the sewer to level ground closer to the houses served and to employ horizontal direction drilling construction techniques to minimize the impacts.
- This project has been declared an emergency by a registered professional engineer employed by a engineering consultant firm in accordance with state law. This was done because of the high potential to lose sewer service to these homes.
- Failure to repair the sewer would result in erosion of soils, and spillage of raw sewage on private properties. Such action would result in extensive clean-up and threat to public health.
- The project will be funded by sales tax funds.



RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

RESOLUTION
NO. 08-346

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
MAINS N' MORE, INC. FOR THE
REHABILITATION OF SANITARY SEWER AND SERVICES AT
247, 263, 301, 311, 321, AND 335 KENMORE AVE.**

- WHEREAS, the plans, specifications, and form of contract for the Rehabilitation of Sanitary Sewer and Services at 247, 263, 301, 311, 321, & 335 Kenmore Ave. are on file in the office of the City Clerk; and
- WHEREAS, routine sewer maintenance revealed a collapsed sanitary sewer Main; and
- WHEREAS, a certificate concerning the necessity of making certain emergency repairs to public improvements has been issued by HGM Associates in accordance with state law; and
- WHEREAS, Mains N' More, Inc. has submitted a low bid in the amount of \$69,311.00 for this contract.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the bid of Mains N' More, Inc. in the amount of \$69,311.00 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Rehabilitation of Sanitary Sewer and Services at 247, 263, 301, 311, 321 and 335 Kenmore Avenue; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Mains N' More, Inc. for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

ADOPTED
AND
APPROVED

November 10, 2008

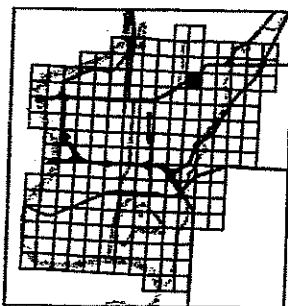
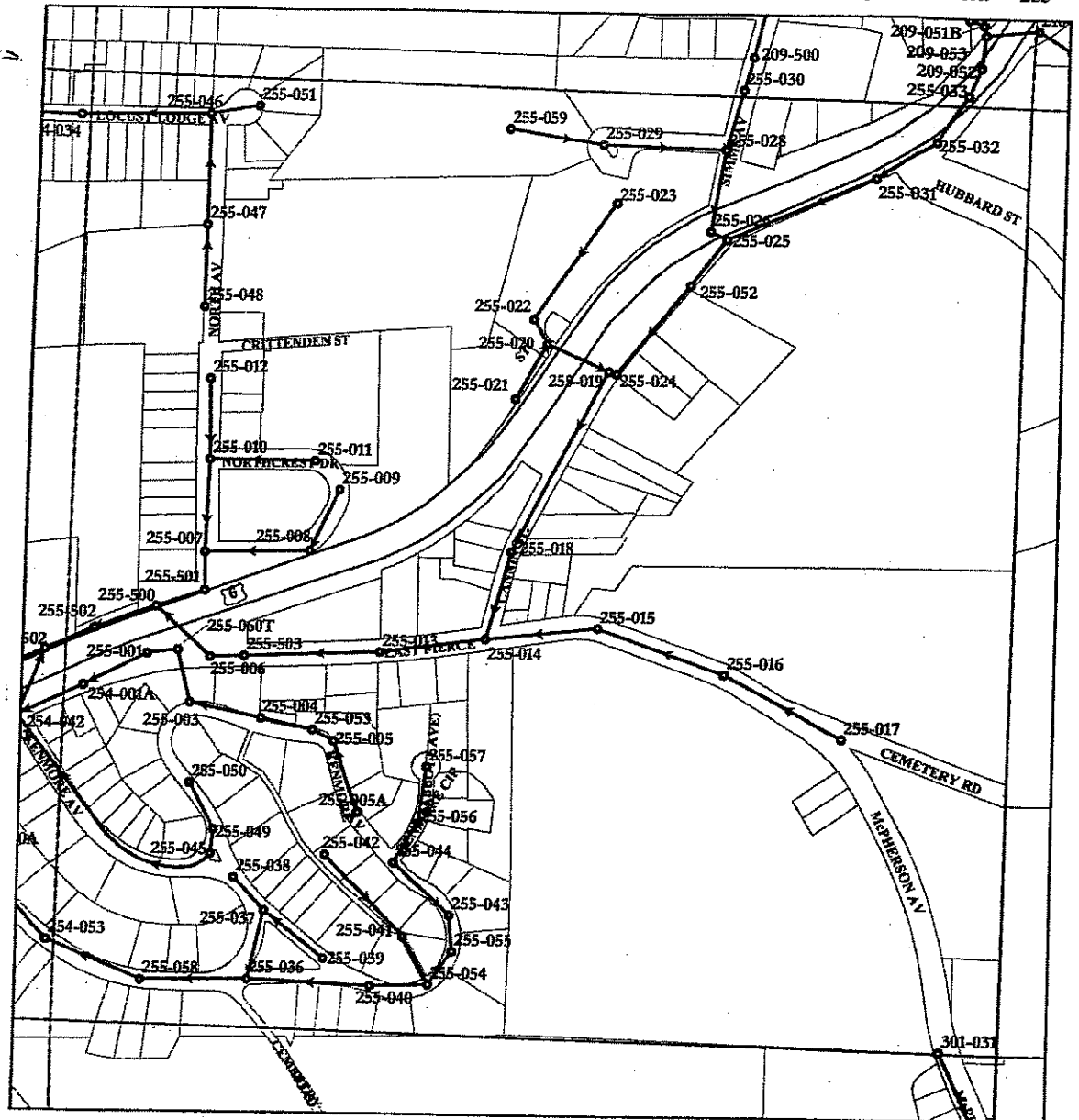
Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

NE¼ S30 T75N R43W

Quarter Section 255



City of Council Bluffs, Iowa



Sanitary
Sewer Map
Oct 05, 2004

PREPARED BY: GEORGE BUTLER ASSOCIATES, INC.

This map is for representation purposes only. George Butler Associates, Inc. and the City of Council Bluffs, Iowa are not responsible for the accuracy and completeness of this map.

208	209	210
254	255	256
300	301	302

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: FY10-05E
Applicant _____

Ordinance No. _____
Resolution No. 08-347

Date: November 10, 2008

SUBJECT/TITLE

Consideration of a resolution authorizing the Mayor to execute an agreement with Fox Engineering for engineering services for the Wastewater Disinfection project in accordance with directions mandated by the Iowa Department of Natural Resources.

BACKGROUND/DISCUSSION

- The City of Council Bluffs Water Pollution Control Plant (WPCP) was placed into operation in 1973. Over the past 3 decades several additions and upgrades have been undertaken to maintain treatment process, upgrade the system and replace equipment that has reached its service life.
- Disinfection of final effluent was last performed at the WPCP in 1998 based on the then current federal regulations.
- The Iowa Department of Natural Resources (DNR), in accordance with new federal regulations, mandated in a letter dated March 9, 2007, that the City of Council Bluffs WPCP provide for disinfection of its final effluent in accordance with the new federal regulations on or before March 15, 2011.
- The following schedule was developed jointly by the City of Council Bluffs and the IDNR regarding the mandate:

Monitoring of effluent through December 31, 2008, final effluent disinfection

Preliminary design submittal for disinfection system on or before April 15, 2009

Final design submittal for disinfection system on or before September 30, 2009

Bid contract documents for disinfection system on or before January 1, 2010

Progress report on construction on or before September 1, 2010

Substantial completion of disinfection system on or before December 31, 2010

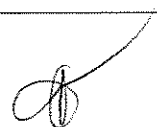
Effluent to meet new regulations for disinfection March 15, 2011

- In order to meet this schedule the city must initiate engineering as soon as possible.

- The disinfection project was originally in the FY11 CIP and was to follow the upgrade to the sludge dewatering system at the WPCP which was originally in the FY10 CIP. Due to budgetary constraints and the schedule developed with the IDNR it is necessary to delay the dewatering project and advance the disinfection project into the FY10 CIP. Since the disinfection project is mandated by federal and state regulations failure to comply could result in noncompliance and fine for the City of Council Bluffs.
- The disinfection project will be project FY10-05E in the CIP. Project cost is \$3.0 million and is funded by \$1.0 million in plant depreciation funds and \$2.0 million in sales tax funds.

RECOMMENDATION

Approval of this resolution.

A handwritten signature in black ink, consisting of a stylized 'J' followed by a flourish.

RESOLUTION

No. 08-347

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
FOX ENGINEERING FOR ENGINEERING SERVICES
IN CONNECTION WITH THE
WASTEWATER DISINFECTION
FY10-05E**

WHEREAS, the city wishes to make improvements known as the Wastewater Disinfection, within the city, as therein described; and

WHEREAS, Fox Engineering has submitted an agreement to provide engineering services for the work necessary for said improvements; and

WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with Fox Engineering for engineering services relative to the Wastewater Disinfection.

**ADOPTED
AND
APPROVED November 10, 2008**

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk



1601 Golden Aspen Drive • Suite 103 • Ames, Iowa 50010 • 800.433.3469 • www.foxeng.com

October 16, 2008

Gregory Reeder
Public Works Director – City Engineer
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

Re: **Wastewater Disinfection Study**
Wastewater Treatment Facility
Council Bluffs, Iowa
FOX PN: 2437-08D.400

Dear Greg:

We are enclosing two copies of our Engineering Agreement for your review and approval for the Wastewater Disinfection Study and Preliminary Design for the Wastewater Treatment Plant. This is the same basic agreement we have used with the City on past projects. Please sign both copies and return one to FOX as a notice to proceed.

After completion of the study and preliminary design phases we will be able to develop a detailed scope and fees for the final design and construction phases of the project. We sincerely enjoy working with the City and look forward to getting started on this project. Once again, we thank you for the opportunity to work with the City and we value the relationship we have developed.

Please do not hesitate to contact us if there is any manner in which we can improve our services.

Respectfully Submitted,
FOX ENGINEERING ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Keith L. Hobson'.

Keith L. Hobson, P.E.
Vice President

A handwritten signature in black ink, appearing to read 'Laurie A. Twitchell'.

Laurie A. Twitchell, P.E.
Project Manager

Cc: Hank Pangelina
Ed Jankowski

Council Communication

Department: <u>City Clerk</u>	Ordinance No.													
Case/Project No.	Resolution No. <u>08-348</u>	Date: <u>November 10, 2008</u>												
Applicant.														
Subject/Title														
Council meeting dates for 2009														
Background/Discussion														
<p>Staff has come to consensus that City Council meetings for 2009 should be on the second and fourth Mondays as shown below:</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%;">January 12 and 26</td><td style="width: 50%;">July 13 and 27</td></tr><tr><td>February 9 and 23</td><td>August 10 and 24</td></tr><tr><td>March 9 and 23</td><td>September 14 and 28</td></tr><tr><td>April 13 and 27</td><td>October 12 and 26</td></tr><tr><td>May 11 and 26 ****</td><td>November 9 and 23</td></tr><tr><td>June 8 and 22</td><td>December 14</td></tr></table> <p>***** May 26, 2009 is TUESDAY, and will allow for the Memorial Day holiday on Monday, May 25.</p>			January 12 and 26	July 13 and 27	February 9 and 23	August 10 and 24	March 9 and 23	September 14 and 28	April 13 and 27	October 12 and 26	May 11 and 26 ****	November 9 and 23	June 8 and 22	December 14
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May 11 and 26 ****	November 9 and 23													
June 8 and 22	December 14													
Recommendation														
City Council is requested to approve the Resolution setting dates for 2009 meetings.														

Judith Ridgeley, City Clerk



Mayor Signature

58

RESOLUTION NO. 08-348

A RESOLUTION APPROVING THE DATES IN 2009 FOR CITY COUNCIL
MEETINGS

WHEREAS, City Council meetings are normally held on the second and fourth Mondays of each month; and,

WHEREAS, a calendar of meeting dates in 2009 needs to be available for interested parties; and,

WHEREAS, in 2009, the Memorial Day Holiday will fall on the fourth Monday of May; and,

WHEREAS, this meeting date will change to a Tuesday to accommodate that holiday.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the official schedule of meeting dates for the calendar year 2009 be the second and fourth Mondays of each month with the exception of May, 2009 wherein Tuesday, May 26, will be the second meeting date of that month.

ADOPTED

AND

APPROVED November 10, 2008

Thomas P. Hanafan, Mayor

ATTEST: _____
Judith H. Ridgeley, City Clerk